



GSA Office of Property Disposal

Auction
U. S. Government Property

Former Lee Court Apartments Edgewood, Maryland



September 21, 2005

Invitation For Bids

Former Lee Court Apartments
Nuttal Avenue, Edgewood, MD
4-D-MD-0616

Public Auction:

Date/Time:

Wednesday, September 21st, 2005 at 10:00 a.m.

Auction Site:

Richlin Ballroom
1700 Van Bibber Road
Edgewood, MD
(410) 671-7500

Bid Deposit:

\$100,000 in certified funds or cashier's check endorsable to the U. S. General Services Administration is required for registration.

Terms:

All cash, as-is, in 60 days. The Bid Deposit of the Purchaser must equal 10% of the accepted Bid Price within (10) days after the acceptance of the high bid by the Government. Such funds shall be in the form of a certified or cashier's check, payable to the General Services Administration. Should the Purchaser fail to increase the initial bid price, the Purchaser shall be considered in default (See Paragraph 8, Default, in the Terms of Sale). Any default by the Purchaser shall include the right by the Government to retain the entire bid deposit , including any increases.

Inspection:

GSA Representatives will be on site for information and prospective bidders may tour a representative number of units:

- Wednesday, August 17th, 2005 from 10 a.m. to 1 p.m.
- Tuesday, September 20th, 2005 from 1 p.m. to 4 p.m.

Site/Building Info

The site consists of approximately 17.68 acres of land with 25 buildings, containing 71 apartment units, consisting of two, three and four bedroom units.

Directions:

From 95 N, exit 74 (Joppa/Magnolia exit), Right on Mountain Road to Hanson Road, Left on Hanson Road to Edgewood Road, Right on Edgewood Road (Route 755), Right on Nuttal Avenue.

For more information, contact Susan Webb at (404) 331-9610 or by email at SusanB.Webb@gsa.gov

Instructions to Bidders

1. Registration of Bidders

Each prospective bidder is required to register with a bid deposit in order to participate in the auction. At the time of registration, each bidder will sign a brief statement that they have received the "Invitation For Bids" (IFB).

2. Bid Deposit

At registration, each prospective bidder shall be required to possess and exhibit a bid deposit in the amount of \$100,000 in the form of certified funds or a cashier's check endorsable to the General Services Administration. The bid deposit of the high bidder shall be applied toward payment of the purchase price.

3. Bid Form (Offer to Purchase)

The successful bidder at the public auction will be required to complete and execute, in duplicate, the attached Offer to Purchase, and all information and certifications called for thereon must be furnished. Bids submitted in any other manner or which fail to furnish all information or certifications required may be summarily rejected.

4. Bid Executed on Behalf of Bidder

A bid executed by an attorney or agent on behalf of the bidder shall be

accompanied by an authenticated copy of his/her Power of Attorney or other evidence of his/her authority to act on behalf of the bidder.

A. Corporation. If the bidder is a corporation, the Certificate of Corporate Bidder must be executed and presented at registration. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

B. Partnership. If the bidder is a partnership, and all partners sign the bid form, with a notation that they are all the partners, the Government will not ordinarily require any proof of the existence of the partnership. If all the partners do not sign the bid form, then their names (except limited partners) must be listed on the bid form. The Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

Terms of Sale

1. Term - Invitation For Bids

The term "Invitation for Bids" refers to: The Instructions to Bidders; the General Terms of Sale; any Special Terms of Sale; the provisions of the Bid Form; and all as may be modified or supplemented by any addenda issued prior to the auction.

2. Description and Condition of Property

The description of the property set forth in the Invitation for Bids and any other information provided with respect to said property are based on information available to the General Services Administration, Property Disposal Division and are believed to be correct; but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other federal agency, shall not constitute grounds for nonperformance of the contract sale, or claim by Purchaser for allowance refund, or deduction from the purchase price.

The property is offered for sale and will be sold "AS IS" and "WHERE IS" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that same is in condition or fit to be used for the purpose for which intended. The failure of any bidder to inspect or to be fully informed as to the condition of all or any portion of the property offered will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid. INSPECTION OF THE PROPERTY IS THE RESPONSIBILITY OF THE BIDDER. All property will be conveyed "AS IS" and "WHERE IS", including but not limited to the following:

- a. Subject to any statement of facts that may be disclosed by a physical examination or an accurate and detailed survey of the premises or an investigation of the public records.
- b. Subject to all existing reservations, restrictions, easements, assessments, rights, and covenants, recorded or unrecorded, for public roads, highways, railroads, electrical lines, pipelines, drainage, and public utilities.

3. Waiver of Informalities or Irregularities

The Government may, at its election, waive any minor informality or irregularity in bids received.

4. Continuing Offers

The high bid received shall be deemed to be a continuing offer after the date of the auction for 30 calendar days, unless the bid is accepted or rejected by the Government before the expiration of the 30 days, or the Government obtains the bidder's consent to an extension of the bid, prior to such expiration.

5. Notice of Acceptance or Rejection

The Government reserves the right to reject any and all offers. Notice by the Government of acceptance or rejection of a bid shall be deemed to have been

sufficiently given when faxed or mailed to the bidder or his or her duly authorized representative at the address indicated in the bid documents.

6. Contract

The "Invitation for Bid(s)" and "Offer to Purchase", when accepted by the Government, shall constitute an agreement for sale between the Purchaser and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer unless modified in writing and signed by both parties. No oral statements or representations made by, for, or on behalf of either party shall be a part of such contract; nor shall the contract, or any interest therein, be transferred or assigned by the Purchaser without consent of the Government, and any assignment transaction without such consent shall be void.

7. Tender of Payment and Delivery of Instrument of Conveyance

The Purchaser shall on a mutually agreeable date not later than 60 days after acceptance of the bid, or such longer period as may be agreed upon in writing, tender to the Government the balance of the purchase price. Upon such tender being made by the Purchaser, the Government shall deliver the instrument(s) of conveyance.

8. Default

In the event the Purchaser fails to consummate the transaction, the bid deposit will be retained as liquidated damages. If the Government is unable to convey title, it shall promptly refund Purchaser's deposit without interest, whereupon the Government will be relieved of any further liability under this contract.

9. Delayed Closing

The Purchaser may be required to pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's actions and not by fault of the Government. This rate to be computed is based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%); as of the date of acceptance of the bid by the Government.

10. Title and Title Evidence

Conveyance of the property to the Purchaser will be accomplished by a Quitclaim Deed and, where appropriate, a Bill of Sale, in conformity with local law and practice. Any title evidence desired by the Purchaser shall be at Purchaser's sole cost and expense.

11. Documentary Stamps, Cost of Recording and Adjustments

Any rents or utilities shall be prorated as of the date of conveyance. The Purchaser shall pay all taxes and fees imposed on this transaction and

Terms of Sale, continued

shall obtain at his own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by federal and local laws. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

12. Possession

Possession of the property will be assumed by the Purchaser at the time of closing.

13. Risk of Loss

As of the date of conveyance, the Purchaser shall assume responsibility for care and handling and all risks of or damage to the property.

14. Officials Not To Benefit

No member of or delegate to the Congress or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.

Legal Description

ALL that piece or parcel of land situate, lying and being in the First Election District of Harford County, State of Maryland, and described more particularly as follows to wit:

BEGINNING for the same at a $\frac{3}{4}$ inch diameter steel reinforcing bar now set in the third or North 68 degrees East 670 feet line of that parcel of land which by a deed dated April 26, 1932 and recorded among the Land Records of Harford County in Liber S.W.C. No. 223 folio 232, was granted and conveyed by Norman J. Schnepfe and Elsa C. Schnepfe, his wife to The Philadelphia, Baltimore and Washington Railroad Company now known as the National Railroad Passenger Corporation; said line being the northerly right of way line of said railroad, and said bar now set approximately seven feet northwesterly of the chain link fence located along northerly side of the said right of way, and said steel bar also being at the beginning point of that parcel of land described as Tract No 1 in the Second Amendment to the Petition for Condemnation and Judgment on the Declaration of Taking dated January 17, 1944 and Recorded among the Land Records of Harford County in Liber G.R.G. No 325 folio 208 was condemned and taken for public use by the United States of America, petitioner, from Norman J. Schnepfe et al, defendants; thence leaving said railroad, and running thence and binding on the outlines of said taking as now surveyed, the twelve following courses and distances viz: binding on the first line of said taking and passing over a $\frac{3}{4}$ inch diameter steel reinforcing bar now set in said line 185 feet more or less from the beginning thereof; and passing over a concrete monument heretofore set in said line approximately 396 feet more or less from the beginning thereof and on the northerly side of Nuttal Avenue, approximately 25 feet north of the center of the existing paving; and passing over a second $\frac{3}{4}$ inch diameter steel reinforcing bar now set in said line 646 feet more or less from the beginning thereof;

1. **North 29 degrees 06 minutes 29 seconds West 1,005.42 feet** to a concrete monument marked "Prop Corn" heretofore set at the end of said line; thence binding on part of the second line of said taking, passing over a $\frac{3}{4}$ inch diameter steel reinforcing bar now set in said line 309 feet more or less from the beginning thereof; and passing over a second $\frac{3}{4}$ inch diameter steel reinforcing bar now set in said line 620 feet more or less from the beginning thereof; and passing over a concrete monument, BG&E No. 14, heretofore set in said line approximately 809.70 feet from the beginning thereof and passing over a second concrete monument, BG&E No. 15, heretofore set in said line approximately 817.65 feet from the beginning thereof (said monument being on the westerly side of McCann Street, at the end of the South 61 degrees 07 minutes 58 seconds West 42.67 feet line as shown on the plat entitled "Revised Plat, Existing Roads of New Edgewood Heights" which plat is recorded among the Plat Records of Harford County in Platbook No. 65 folio 95), thence;
2. **North 61 degrees 04 minutes 08 seconds East 860.25 feet** to a cross cut now set in the mountable concrete curb on the east side of McCann Street as now paved, and at the beginning point of parcel No. 3 which by a Quitclaim Deed dated November 28, 1956 and recorded among the Land Records of Harford County in Liber No. G.R.G. No. 472 folio 368, was remised, released and quitclaimed by the United States of America to A&P Realty, Inc., a body corporate of the State of Wisconsin; thence leaving the said second line of the said Tract No. 1, and binding on the first and part of the second lines of the aforesaid third

parcel described in the said Quitclaim Deed, and running along the said curb ;

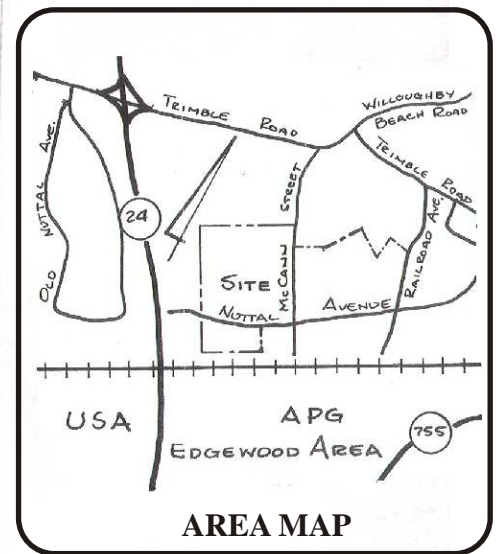
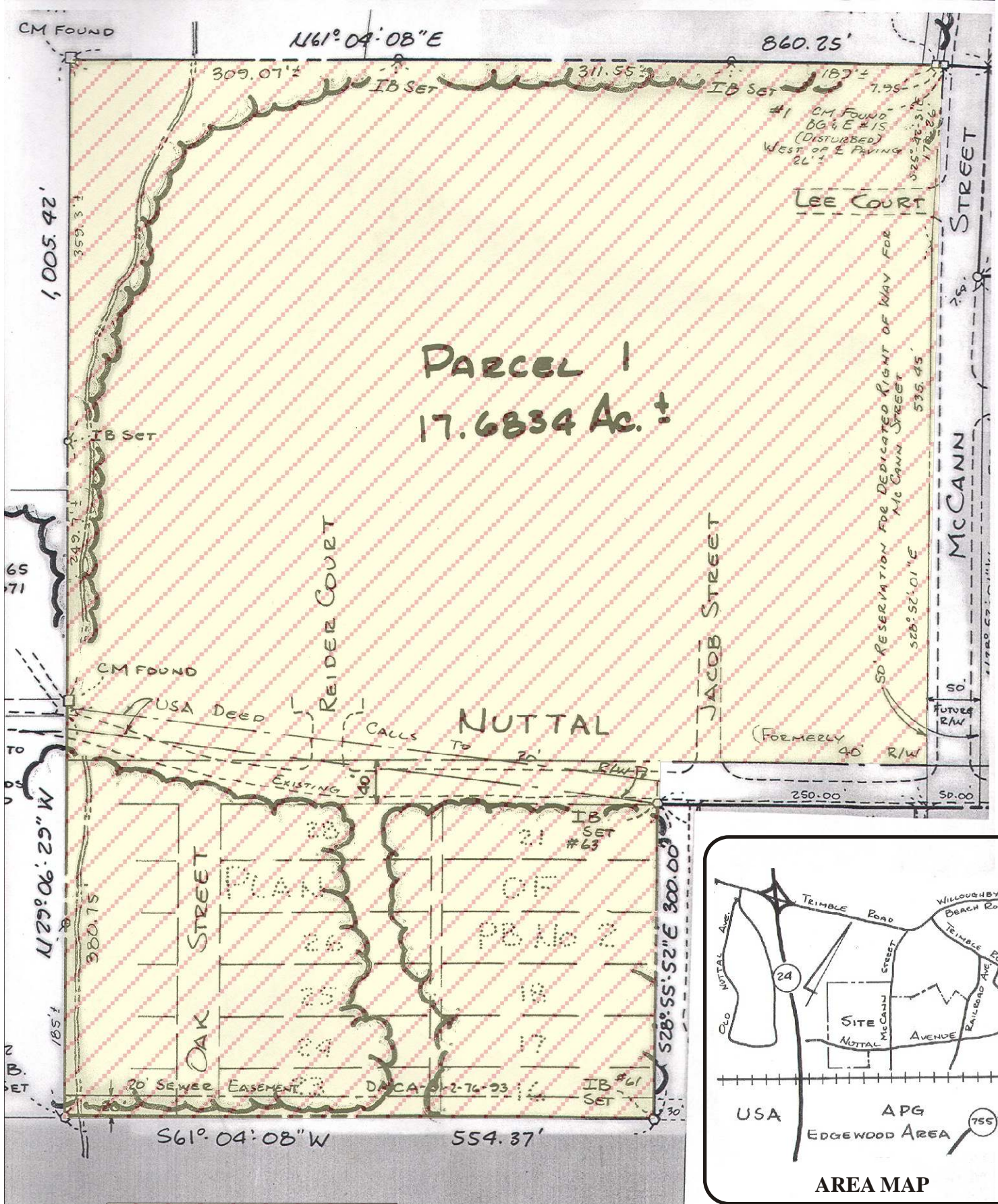
3. **South 26 degrees 04 minutes 08 seconds East 196.97 feet** to a cross cut now set inside the west edge of the concrete sidewalk on the easterly side of McCann Street, thence leaving said street;
4. **North 58 degrees 26 minutes 04 seconds East 7.64 feet** to a point on the easterly side of McCann Street as now laid out 50 feet wide, thence leaving said second line and running for a line of division now made and binding on the easterly side of McCann Street;
5. **South 28 degrees 52 minutes 01 seconds East 509.05 feet** to a point in the sixth or South 68 degrees West 1,164.2 feet line of the aforesaid Tract No 1 in the Second Amendment to the Petition for Condemnation and Judgment on the Declaration of Taking, and on the southerly side of Nuttal Avenue formerly Norman Avenue as laid out 40 feet wide and shown on a plat entitled "Plan of Schnepfe Tract" which plat is recorded among the Plat Records of Harford County in Platbook No.2 folio 9; thence binding on the remainder of said sixth line, and binding on the southerly side of said Nuttal Avenue;
6. **South 28 degrees 04 minutes 08 seconds West 300.00 feet** to a $\frac{3}{4}$ inch diameter steel reinforcing bar now set on the southerly side of Nuttal Avenue and on the westerly side of Holly Street, as laid out 40 feet wide, and shown on the aforesaid "Plan of the Schnepfe Tract", thence leaving said Nuttal Avenue, and binding in the westerly side of Holly Street;
7. **South 28 degrees 55 minutes 52 seconds East 300.00 feet** to a $\frac{3}{4}$ inch diameter steel reinforcing bar now set in the third or North 68 degrees East 670 feet line of the aforesaid conveyance from by Norman J. Schnepfe and Elsa C. Schnepfe, his wife to The Philadelphia, Baltimore and Washington Railroad Company, thence binding on said railroad;
8. **South 61 degrees 04 minutes 08 seconds West 554.37 feet** to the point of beginning.

CONTAINING 17.6834 acres of land more or less.

THE COURSES in this description are referred to the State of Maryland Grid Meridian, and established by GPS observation.

BEING part of that parcel of land described as Tract No 1 in the Second Amendment to the Petition for Condemnation and Judgment on the Declaration of Taking dated January 17, 1944 and Recorded among the Land Records of Harford County in Liber G.R.G. No 325 folio 208 was condemned and taken for public use by the United States of America, petitioner, from Norman J. Schnepfe et al, defendants.

Plat Map



Cross hatched area represents
area to be sold

MAP IS NOT TO SCALE

Easements

EASEMENT TO THE DEPARTMENT OF PUBLIC WORKS, HARFORD COUNTY, FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF AN UNDERGROUND SEWER LINE

Granted by Department of the Army Easement No. DACA-31-2-76-93 for a term of 50 years beginning on 28 October 1975.

Beginning for the same at a point at the beginning point of that parcel of land conveyed by and described in a declaration of taking between the United States of America and Norman J. Schnepfe, et al, dated 1 February 1943 and recorded among the Land Records of Harford County, in Liber G.C.B. 276 folio 130, said point being also in the northerly right of way line of the Penn Central Railroad Company, running thence and binding on part of the first line of the aforesaid deed recorded in Liber G.C.B. 276 folio 130, as now surveyed,

(1) North 28° - 57' -31" West 20.00 feet to a point, thence binding on the northerly side of the easement now being described,

(2) North 61° -02' -29" East 585.00 feet to a point to intersect the 7th or South 22° -00' East 300 foot line of the aforesaid deed recorded in Liber G.C.B. 276 folio 130, thence binding on the remainder of the said 7th line, as now surveyed,

(3) South 28° -57' -31" East 20.00 feet to a point to intersect the aforesaid northerly right of way line of the Penn Central Railroad Company, said point being also at the beginning of the 8th or South 68° -00' West 550 foot line of the aforesaid deed recorded in Liber 276 folio 130, thence binding on the said line and binding also on part of the aforesaid northerly right of way line, as now surveyed,

(4) South 61° -02' -29" West 585.00 feet to the beginning hereof, containing 0.27 acres of land more or less.

BEING A PART OF THAT TRACT of land conveyed by and described in a declaration of taking between the United States of America and Norman J. Schnepfe, et al, dated 1 February 1943 and recorded among the land records of Harford County in Liber G.C.B. 276 folio 130.

PERPETUAL EASEMENT FOR UNDERGROUND PIPELINE

Recorded among the land records of Harford County on 2 April 1943 in Book 276,

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BEING a strip of land 20 feet wide, parallel to and measured 10 feet on either side of the hereinafter described center line, beginning at a point on the western line of property being acquired for Edgewood Arsenal Civilian Housing and terminating at a point in the existing 35-foot right of way for a 24 inch water line, the said center line is more particularly described as follows:

BEGINNING at a point on the western line of the property being acquired for Edgewood Arsenal Civilian Housing; said point being located 393 feet, more or less, measured along the bearing North 22 degrees West from the Southwestern corner of the aforementioned Edgewood Arsenal Civilian Housing property; thence through the property of Norman J. Schnepfe parallel to and 10 feet from the center line of a 30-foot road which forms a portion of the Schnepfe property South 68 degrees West a distance of 656 feet, more or less, to a point; said point being the center line of the existing 35-foot right of way for a 24 inch water line and the point of termination. Containing .278 of an acre, more or less.

BEING and intended to include part of the same tract of land which Maria Woodall and Edward Woodall, her husband, by their deed dated April 19, 1915 and recorded among the Land Records of Harford County, Maryland, in Liber J.A. R. No. 147, folio 289. granted and conveyed to Norman J. Schnepfe, one of the grantors herein.

CERCLA COVENANT

(A) NOTICE Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) (42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

(B) CERCLA Covenant. Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

- (1) This covenant shall not apply:
 - a. in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR
 - b. to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:
 - (i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR
 - (ii) causes or exacerbates the release or threatened release of a hazardous substance, the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.
- (2) In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:
 - a. the associated contamination existed prior to the date of this conveyance; and
 - b. the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.

(C) ACCESS. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

ASBESTOS-CONTAINING MATERIALS NOTICE

Asbestos Notice 102-75.335 Provisions Relating To Asbestos

The bidder is warned that the property offered for sale contains asbestos-containing materials; the material sampled included insulation on boiler room pipefittings, and in floor tiles, and it is possible that it may occur in other areas. The unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction places have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because the potential hazards associated with exposure

to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

Bidders are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. More particularly, bidders are invited, urged, and cautioned to inspect the property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The General Services Administration, disposal agency will assist bidders in obtaining any authorization(s), which may be required in order to carry out any such inspection(s). Bidders shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the property including, without limitation, any asbestos hazards or concerns.

No warranties either express or implied are given with regard to the condition of the property including, without limitation, whether the property does or does not contain asbestos or is not safe for a particular purpose. The failure of bidder to inspect, or to be fully informed as to the condition of all or any of the any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.

The description on the property set forth in the Invitation For Bids and any other information provided therein with respect to said property is based on the best information available to GSA, Property Disposal Division and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other federal agency, shall not constitute grounds or reason for non-performance of the contract of sale, or any claims by the high bidder against the Government including without limitation, any claim for allowance, refund, or deduction from the purchase price.

The Government assumes no liability for damages for personal injury, illness, disability or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, or any other person subject to Purchaser's control or directions, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the property which is the subject of this sale, whether the Purchaser, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

The Purchaser further agrees that in its use and occupancy of the property it will comply with all federal, state and local laws relating to asbestos.

DOCUMENT BOX

As a result of any construction, alteration, or remodeling of the building, if any document box is found, which should be located behind the cornerstone, it shall remain the property of the Government and shall be delivered, unopened, to the National Archives and Records Service Administration, Washington, DC.

ANTITRUST LAWS

The contract made by acceptance of a bid by the Government may be transmitted to the Attorney General of the United States for his advice as to whether the sale would tend to create or maintain a situation inconsistent with the antitrust laws. The acceptance of any bid by the Government may be rescinded by the Government, in case unfavorable advice is received from the Attorney General, without liability on the part of the Government other than to return all monies paid by the purchaser, without interest.

WETLANDS

It is possible that there are wetlands sites on the property. Any use of the property will be subject to compliance with Federal, state and local regulations governing wetlands including but not limited to Executive Order 11990, Protection of Wetlands, and Section 404 of the Clean Water Act, as may be appropriate. Purchaser agrees to comply with Federal, state and local regulations pertaining to land use and development of properties on or near wetlands.

LEAD-BASED PAINT

A. Lead-Based Paint Hazard Warning. The Property (including the improvements) that is the subject of this sale was built before 1978 and contains lead-based paint.

Every Purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

B. Risk Assessment and Inspection. The Government prepared a risk assessment and a lead-based paint inspection in accordance with 40 CFR 745.227. Bidders are encouraged to review this document and any other reports identified by the Government on the Lead-Based Paint Disclosure Form found in this Invitation for Bids. Although a complete set of documents will be provided to the Purchaser prior to closing, each bidder is strongly encouraged to review the risk assessment and any other reports prior to submitting a bid. Bidders are required to abate pursuant to a risk assessment that is no more than twelve months old at the time the abatement project begins. Bidders are warned that if more than 12 months have elapsed from the date on the Government's risk assessment to the time when on-site preparation activities for the abatement commence, the risk assessment must be made current by the Purchaser prior to the commencement of such activities, at no cost to the Government.

C. Inspection by Bidder. Bidders may conduct their own inspection or perform a risk assessment for the presence of lead-based paint and/or lead-based paint hazards at any time prior to submitting a bid. Before entering the Property, the bidder must first make arrangements with the individual

identified to contact for inspection of the Property. The bidder is invited to take as much time as necessary to conduct such inspection or assessment prior to the deadline for submission of the bid. Bidders are encouraged to conduct any inspections and assessments early in the process since the bid opening will not be delayed to accommodate completion of such inspections and assessments.

D. Lead Hazards Pamphlet. In order to fully understand the risk and hazards associated with the presence of lead-based paint and lead-based paint hazards, bidders are encouraged to review the pamphlet *Protect Your Family From Lead in Your Home*. A copy of the pamphlet is available from GSA at anytime by calling 1-800-GSA-1313 or may be accessed through GSA's website at www.gsa.gov/pbs/pr/prhome.htm. GSA encourages every bidder to review this pamphlet prior to submitting a bid.

E. Disclosure Form. Each bidder must complete and execute the appropriate portions of the form entitled *United States of America ("Seller") Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards*, and submit the form with their bid before the time established for bid opening. In the event the bidder fails to include a completed and executed form with his their bid, the bid shall be rendered non-responsive. A copy of this form is set forth in this Invitation for Bids.

F. Abatement and Clearance. The Purchaser shall abate all lead-based paint hazards in accordance with 40 CFR 745.227 and other applicable laws and regulations prior to the occupancy of any residential improvements prior to 1960. Title shall be conveyed to the Purchaser in a Quitclaim Deed that elaborates on these requirements. The Purchaser shall ensure that a clearance examination is performed in accordance with 40 CFR 227(e) and 24 CFR 35.1340(c) through (f), by a person certified to perform risk assessments or lead-based paint inspections. The examination must indicate that the clearance samples meet the standards set forth in 24 CFR 35.1320(b)(2). The Purchaser shall provide the landholding agency and GSA with an executed *Certificate of Completion of Lead Abatement* prior to said occupancy, a sample of which is set forth in this Invitation for Bids. The Purchaser must attach to the Certificate a copy of the clearance report, prepared by a person certified to perform risk assessments or lead-based paint inspections and in accordance with 40 CFR 745.227(e)(10). Purchaser shall indemnify and defend the United States for any claims or losses arising from Purchaser's use of improvements built before 1960 that have not been abated by the Purchaser in accordance with the IFB and the Quitclaim Deed.

**UNITED STATES OF AMERICA ("SELLER") DISCLOSURE OF INFORMATION ON
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**

Description of Real Property for Sale

The real property is located at _____ (the "Property") and is being sold pursuant to the terms and conditions set forth in GSA INVITATION FOR BIDS (IFB) to _____ (the "Purchaser").

Lead Based Paint Hazard Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling(s) built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

Seller is aware that the Property was built before (circle):

1978

1960

The Property may contain lead-based paint. Seller has provided the Purchaser with access to all available records and reports (collectively "Records") pertaining to lead-based paint and/or lead-based paint hazards at the Property. The Records include:

Risk Assessment/ Paint Inspection (required for housing built before 1978): _____ Yes or _____ No
Other Records: _____

Purchaser's Acknowledgment

The Purchaser acknowledges that the Purchaser has received copies of all information listed above. The Purchaser has received the pamphlet "Protect Your Family From Lead In Your Home." In addition, the Purchaser has received an opportunity (at least ten days) to conduct a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, and exercised or waived that right.

For housing built before 1960, the Purchaser agrees to abate any lead-based paint hazards, at no cost to the United States of America, prior to allowing residential occupancy of the Property. In addition, the Purchaser agrees to provide the Seller and the Agent a fully executed Certificate of Completion of Lead Abatement prior to such occupancy.

The Purchaser hereby acknowledges receipt of the above information, opportunity to perform a risk inspection and assessment, and the obligation to abate lead hazards from housing built before 1960 before occupancy: (initial/date)

Agent's Acknowledgment

The United States General Services Administration acted as Agent for the Seller in this transaction. The Agent informed the Seller of Seller's obligations under 42 U.S.C. 4852d and is aware of its compliance responsibilities.

Agent hereby acknowledges discharging its responsibility: (initial/date)

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Signature _____ Date _____

SELLER

Signature _____ Date _____

PURCHASER

Signature _____ Date _____

AGENT

Sample Certificate of Completion of Lead Abatement

CERTIFICATE OF COMPLETION OF LEAD ABATEMENT

Property (inclusive of improvements): _____ (the "Property").

Sale Number: _____ (the "Sale").

Name and Address of Purchaser _____

Mark appropriate boxes with an "X".

____ Purchaser certifies that lead hazards were abated and that the following statements are true:

1. All lead-based paint hazards were abated from the Property in accordance with 40 CFR 745.227(e) and other applicable laws and regulations prior to the occupancy of any residential improvements.
2. No more than 12 months elapsed from the date on the Government's risk assessment to the time when onsite preparation activities for the abatement commenced, or the risk assessment was made current by the Purchaser prior to the commencement of such activities, at no cost to the Government.
3. A clearance examination was performed in accordance with 40 CFR 745.227(e) and 24 CFR 35.1340 (c) through (f), by a person certified to perform risk assessments or lead-based paint inspections. The examination reveals that clearance samples meet the standards set forth in 24 CFR 35.1320(b)(2).
4. A true and correct copy of the clearance report, prepared by a person certified to perform risk assessments or lead-based paint inspections and in accordance with 40 CFR 745.227(e)(10), is attached.

____ Purchaser hereby certifies that the Property will not be occupied as a residence.

____ Purchaser hereby certifies that pre-1960 housing will not be used as a residence and will be demolished, in accordance with local laws and regulations.

Under penalty of perjury, the Purchaser hereby declares that the foregoing statements are true and correct to the best of his or her knowledge and belief.

By: _____

PUBLIC AUCTION
Offer To Purchase Government Real Property
To Be Completed By The Highest Bidder Only

This offer is subject to the procedures, terms and conditions of the "Invitation For Bids" which is incorporated herein by reference. The undersigned bidder hereby offers and agrees, if this bid is accepted within thirty (30) calendar days after the date of the auction, to purchase the property described as:

Former Lee Court Apartments
Nuttal Avenue, Edgewood, MD
4-D-MD-0616

Amount of Bid: _____ **Bid Deposit:** **\$100,000** _____ received day of sale.

The instrument(s) of conveyance should name the following Grantee(s):

Bidder is: (check one) ☐ Individual ☐ Partnership ☐ A Trustee ☐ A Corporation

Name: _____

Street: _____

City: _____ State: _____ Zip: _____

Telephone: () _____

Signature: _____ Date: _____

Signer's Name & Title (type or print): _____

Certificate Of Corporate Bidder

I, _____ certify that I am

_____ of the Corporation named as bidder herein,
(Secretary or other Official Title)

that _____ who signed this Offer To Purchase on behalf of the
(Name)

bidder was then _____ of said Corporation; that said
(Official Title)

Offer To Purchase was duly signed for and on behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

(Signature of Certifying Officer/Secretary)

(Signature of President/Vice-President)

CORPORATE SEAL

U.S. General Services Administration
PBS, Property Disposal Division (4PR)
401 West Peachtree Street, Suite 2528
Atlanta, Georgia 30308-2550
Official Business
Penalty for Private Use, \$300

PUBLIC AUCTION
Richlin Ballroom
1700 Van Bibber Road
Edgewood, Maryland

Wednesday, September 21, 2005 at 10:00 a.m. EDT

Former Lee Court Apartments
Nuttall Avenue, Edgewood, MD
4-D-MD-0616

For additional information, please call
Susan Webb at 404-331-9610
or email at SusanB.Webb@gsa.gov

*You may also request materials in alternative
formats for people with disabilities.*

*For information and pictures, please check the Property Disposal
website on the Internet at <http://propertydisposal.gsa.gov/property>*